

6-006A035

14774-A
RECORDATION NO. 14774-A
FILED 1425

JAN 06 1986 :9 25 AM

ITEL

JAN 6 1986

INTERSTATE COMMERCE COMMISSION

Fee \$ 10.00

Istel Rail Corporation

December 23, 1985 ICC Washington, D. C.

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

10.00 filing fee

JAN 6 9 20 AM '86
100 CH. 7 OF
TO CORRESPOND

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Istel Rail Corporation for filing and recordation under the Lease Agreement dated as of September 24, 1984 between Istel Rail Corporation and North Louisiana and Gulf Railroad Company which was filed with the ICC on August 19, 1985 and given ICC Recordation Number 14774, four counterparts of the following document:

this one
is 14774-A

Amendment No. 1

The names and addresses of the parties to the aforementioned are:

1. North Louisiana and Gulf Railroad Company (Lessee)
Drawer 550
Highway 167
Hodge, Louisiana 71247
2. Istel Rail Corporation (Lessor)
55 Francisco, 5th Floor
San Francisco, California 94133

The equipment covered by this Amendment is fifty (50) 60', 100-ton, Plate E, XM boxcars bearing reporting marks NLG 7180-7229.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this document.

Sincerely,

Denise M. Bottarini

Denise M. Bottarini
Senior Legal Assistant

cc: Robert S. Clark
J. Michael Kelly
Ginny Hanger

ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF December 31, 1985
10/14/85

14774-A
REGISTRATION NO. _____, FIRM 2425

JAN 06 1986 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED NLG 7180-7229

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement dated as of September 24, 1984, (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and NORTH LOUISIANA AND GULF RAILROAD COMPANY ("Lessee") is made as of this 18th day of October, 1985, between Lessor and Lessee.

R E C I T A L S:

- A. Lessor and Lessee are parties to the Agreement pursuant to which twenty (20) boxcars bearing the reporting marks NLG 7100-7119 (together with the boxcars listed on the Equipment Schedule attached hereto, the "Cars") have been leased and delivered by Lessor to Lessee.
- B. Lessor and Lessee mutually desire to add to the Agreement fifty (50) boxcars bearing the reporting marks NLG 7180-7229.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have their defined meanings in the Amendment.
- 2. This Amendment shall be effective upon its full execution by the parties.
- 3. Equipment Schedule No. 2, attached hereto, which references fifty (50) boxcars bearing the reporting marks NLG 7180-7229, is hereby added to and made part of the Agreement.
- 4. With respect to the Cars on Equipment Schedule No. 2 only, the first four sentences only of Subsection 3.A. of the Agreement shall be amended to read:

"A. Lessee hereby approves the specifications of the Cars delivered to it by Lessor. Lessor shall, at Lessor's expense, remark the Cars with the railroad markings of Lessee in compliance with all applicable regulations. Each Car shall be deemed delivered and subject to the terms and provisions of this Agreement at 12:01 pm on the date and at the location such Car is remarked ("Delivery"). The Cars shall be moved to Lessee's railroad line at no cost to Lessee as soon as is consistent with mutual convenience and economy."

5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

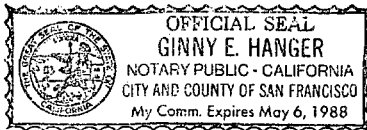
By: *DD Hayes*
Title: President
Date: 12/20/85

NORTH LOUISIANA AND GULF
RAILROAD COMPANY

By: *Alon Stone*
Title: President
Date: 11/25/85

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 20th day of December, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On this 25th day of November, 1985, before me personally appeared Alan Stone, to me personally known, who being by me duly sworn says that such person is President of North Louisiana and Gulf Railroad Company, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jackie C. Ivers
Notary Public 6/14/86

EQUIPMENT SCHEDULE NO. 2

Itel Rail Corporation hereby leases the following Cars to North Louisiana and Gulf Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of September 24, 1984.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors	No. of Cars
				Inside Width	Height	Width	
XM	60', 100-ton, Plate E Boxcar, 15" End-of-Car Cushioning	NLG 7180- 7229	60'10"	9'6"	11'5"	10' Sliding	50

ITEL RAIL CORPORATION

By: JD Hayes

Title: President

Date: 12/20/85

NORTH LOUISIANA AND GULF RAILROAD COMPANY

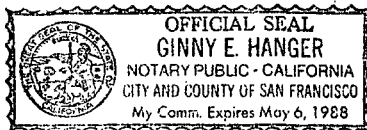
By: Alan Stone

Title: President

Date: 11/25/85

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 20th day of December, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On this 25th day of November, 1985, before me personally appeared Alan Stone, to me personally known, who being by me duly sworn says that such person is President of North Louisiana and Gulf Railroad Company, that the foregoing Equipment Schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Evelyn A. Tifer
Notary Public 6/14/86